

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

PETER M. GALLIGAN,

Plaintiff,

vs.

ADTALEM GLOBAL EDUCATION,
INC.; DEVRY MEDICAL
INTERNATIONAL, INC.; ROSS
UNIVERSITY SCHOOL OF
VETERINARY MEDICINE; AND
DOES 1 THROUGH 50,

Defendants.

Case No. 17 CV 6310

Chicago, Illinois
January 28, 2020
11:00 AM

TRANSCRIPT OF PROCEEDINGS - Status and Motion
BEFORE THE HONORABLE JOAN H. LEFKOW

APPEARANCES:

For the Plaintiff:

LAW OFFICE OF MICHAEL W. FORD
BY: MR. MICHAEL W. FORD
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Riverwoods, Illinois 60015-2400

For the Defendant:

SEYFARTH SHAW LLP
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Court Reporter:

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1 (Proceedings heard in open court:)

2 THE CLERK: 17 C 6310, Galligan versus Adtalem Global
3 Education.

4 MR. FORD: Adtalem. Good morning, your Honor.
5 Michael Ford for the plaintiff, Peter Galligan.

6 THE COURT: Good morning.

7 MR. COCKROFT: Good morning, your Honor. Andrew
8 Cockroft on behalf of defendants.

9 THE COURT: All right.

10 MR. FORD: I have a piece of news to relate, to begin
11 with.

12 THE COURT: Okay.

13 MR. FORD: In view of the fact we may be discussing
14 venue, the plaintiff, Peter Galligan, no longer lives in
15 California. He has moved to Texas. He now resides in the
16 Fort Worth/Dallas area. I just learned that recently. So
17 that's a bit of news.

18 THE COURT: Okay. So how does that affect our
19 jurisdictional issue. They're still diverse; right?

20 MR. FORD: I would say that if the court is going to
21 transfer the case, it should go to Texas.

22 THE COURT: To Texas.

23 MR. FORD: Not to California.

24 THE COURT: Okay. Which district in Texas?

25 MR. FORD: Beg your pardon?

1 THE COURT: Which district in Texas?

2 MR. FORD: That's -- Dallas/Ft. Worth, I'd have to
3 look and see what district that is.

4 THE COURT: Okay. I think that's Northern, but we can
5 look it up. So what's the -- are you here for all defendants?

6 MR. COCKROFT: Yes, your Honor.

7 THE COURT: Okay. What's your position on this?

8 MR. COCKROFT: Our position is that the proper forum
9 is in St. Kitts, and we'd ask for the opportunity to move to
10 dismiss on forum non conveniens grounds, given that the alleged
11 conduct that gave rise to the only remaining claim in this
12 case, the breach of contract claim, occurred in St. Kitts. We
13 believe that St. Kitts has the strongest local interest in the
14 case.

15 MR. FORD: May I respond?

16 THE COURT: Yes.

17 MR. FORD: It's a fact that all of the people who had
18 contact with Peter Galligan when he was in St. Kitts are no
19 longer with Ross School of Veterinarian Medicine, as far as we
20 can determine. The dean, the dean of students, the school
21 psychologist, all these people are no longer with the school.
22 They're not in St. Kitts. There is probably not one single
23 witness down there that would testify, you know, as to anything
24 that happened in the case.

25 THE COURT: Well, although we did allow a claim to

1 proceed, it seems like this is a fairly, if you don't mind my
2 saying so, a fairly weak claim. So how much are you -- is your
3 client willing to spend on --

4 MR. FORD: We don't know. It kind of depends. We,
5 of course, would like to discuss settlement with defendants and
6 perhaps have a conference. But, so far, there has been no
7 actual exchange of demand or response. If the court would see
8 fit to keep the case here, it would not be a lengthy trial.
9 Well, I can't say. All cases take a while to try.

10 So another point is that we're applying United States
11 law, too, to this case, not St. Kitts' law. So there is really
12 no reason to go down to St. Kitts and it's kind of a hardship
13 to do so.

14 THE COURT: Uh-huh. Okay. Well, let me think about
15 it. Do you have anything else to add?

16 MR. COCKROFT: No, your Honor. Defendant is
17 certainly willing to discuss settlement, but as plaintiff's
18 counsel stated, no demand has been made at this time.

19 On the issue of which law would apply, because the
20 action -- the alleged conduct that took place and the contract
21 took place in St. Kitts, we believe that there is an issue of
22 which law would apply and not necessarily that US law would
23 apply.

24 THE COURT: Okay. Well, why don't you two discuss
25 the possibility of settlement. We have -- you could ask for

1 the assistance of the magistrate judge, or, you know. So why
2 don't I put this over a week, and you talk. And if it seems
3 like you're willing to discuss settlement, if you're both in
4 the same ballpark, we might -- that might change the way I feel
5 about it.

6 MR. FORD: Never hurts to talk about it. Okay.

7 THE COURT: Okay? All right. I think that's all we
8 need to talk about today.

9 MR. COCKROFT: Thank you, your Honor.

10 MR. FORD: Thank you.

11 (Which were all the proceedings heard.)

12 CERTIFICATE

13 I certify that the foregoing is a correct transcript from
14 the record of proceedings in the above-entitled matter.

15
16 /s/ SANDRA M. MULLIN

February 20, 2020

17 SANDRA M. MULLIN, CSR, RMR, FCRR
18 Official Court Reporter
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